

# EXHIBIT A

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ACTION AGREEMENT AND RELEASE

mutual understanding with respect to the termination of your Antell, MD, FACS, PC pr Darrick E. Antell, (the "PC"), your ainst the PC and related matters.

your last day of work with the PC is August 7/29/04, 2003 and that d salary, vacation, leave or other accrued benefits, if any.

2. It is also understood and agreed that the PC is not obligated to pay severance to any employee whose employment terminates regardless of whether the employee resigns, is discharged or is laid off but has agreed to voluntarily pay you \$3,600.

3. You of your own free will voluntarily have agreed to release and forever discharge the PC, Darrick E. Antell, their affiliates, officers, shareholders, directors and employees, and anyone acting for them, from any and all claims, suits or causes of action of any kind including, but not limited to, any and all matters arising out of the services that you previously provided for the PC and the cessation of said services, any alleged violations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the New York Human Rights Law, the New York City Human Rights Law, New York wage-hour and wage-payment laws, and any other federal, state or local civil or human rights or employment law, wage-hour law, or any other alleged violations of local, state and/or federal law, regulation or ordinance, and/or public policy, contract or tort law, having any bearing whatsoever on the terms and conditions of your employment and/or the cessation of the services that you performed for the PC.

4. You agree to return to the Company, unconditionally, all Company property in your possession or control, including, but not limited to, all documents, files, credit cards, patient records, patient lists, patient information, keys, card swipers, and computer records or files and all copies thereof and you agree to maintain the confidentiality of all patient files, information, records and other sensitive personal, financial or business information about the PC, its owners or officers and to keep the terms and amounts in this agreement confidential and to comply with any prior confidentiality agreements.

5. You agree not to publicly denigrate, or disparage the PC, any of its owners, officers or employees and your further agree to reasonably cooperate with the PC by furnishing information to the PC and/or by making yourself available at reasonable times upon reasonable notice

6. It is understood and agreed that in signing this Agreement, you have not relied upon any representation or statement not set forth herein with regard to all issues or the effect of this Agreement.

SEPARATION AGREEMENT AND RELEASE

Dear \_\_\_\_\_:

This letter will confirm our mutual understanding with respect to the termination of your employment with Darrick E. Antell, MD, FACS, PC pr Darrick E. Antell, (the "PC"), your waiver and release of claims against the PC and related matters.

1. It is agreed that your last day of work with the PC is August 2003 and that you have been paid your accrued salary, vacation, leave or other accrued benefits, if any.

2. It is also understood and agreed that the PC is not obligated to pay severance to any employee whose employment terminates regardless of whether the employee resigns, is discharged or is laid off but has agreed to voluntarily pay you \$3,650.

3. You of your own free will voluntarily have agreed to release and forever discharge the PC, Darrick E. Antell, their affiliates, officers, shareholders, directors and employees, and anyone acting for them, from any and all claims, suits or causes of action of any kind including, but not limited to, any and all matters arising out of the services that you previously provided for the PC and the cessation of said services, any alleged violations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the New York Human Rights Law, the New York City Human Rights Law, New York wage-hour and wage-payment laws, and any other federal, state or local civil or human rights or employment law, wage-hour law, or any other alleged violations of local, state and/or federal law, regulation or ordinance, and/or public policy, contract or tort law, having any bearing whatsoever on the terms and conditions of your employment and/or the cessation of the services that you performed for the PC.

4. You agree to return to the Company, unconditionally, all Company property in your possession or control, including, but not limited to, all documents, files, credit cards, patient records, patient lists, patient information, keys, card swipers, and computer records or files and all copies thereof and you agree to maintain the confidentiality of all patient files, information, records and other sensitive personal, financial or business information about the PC, its owners or officers and to keep the terms and amounts in this agreement confidential and to comply with any prior confidentiality agreements.

5. You agree not to publicly denigrate, or disparage the PC, any of its owners, officers or employees and your further agree to reasonably cooperate with the PC by furnishing information to the PC and/or by making yourself available at reasonable times upon reasonable notice

6. It is understood and agreed that in signing this Agreement, you have not relied upon any representation or statement not set forth herein with regard to all issues or the effect of this Agreement.

7. This Agreement contains the entire understanding between the parties hereto concerning the subject matter hereof, and may not be changed, modified, or altered, nor any of its provisions waived except by an agreement in writing signed by the parties hereto.

8. You acknowledge that your decision to accept this Agreement and to waive any potential claims was made after careful thought, and after an opportunity to consult with an attorney, which the PC had advised you to do.

Please indicate your acceptance of the terms of this Agreement and of the Release of Claims contained herein by signing the statement that appears below, and returning the original of this letter to me.

Very truly yours,

Derrick E. Antell, MD, FACS, PC

I, Barbara Reckmore, acknowledge that I have read the above Agreement and that I have had an opportunity to consider the terms of it carefully and that I have had an opportunity to secure legal advice concerning it. I further acknowledge that I fully understand and agree to its terms, including but not limited to, the release contained in the above letter, and that I am signing this voluntarily and of my own free will.

Dated: 7-29-04